GreenSky® Merchant Program Agreement

Last Updated: June 30, 2026

This Agreement sets forth the terms between Merchant and Program Administrator relating to the GreenSky® Program. Capitalized words not otherwise defined herein have the meanings set forth in Section 42 of this Agreement. By participating in the GreenSky® Program, Merchant accepts the terms of this Agreement as follows:

1. GreenSky® Program.

The GreenSky® Program is a lending program offered by Funding Participants pursuant to which Funding Participants offer, make and fund consumer loans to customers of merchants in connection with their purchases of goods, services or merchandise from merchants (the "GreenSky® Program"). Program Administrator is the administrator of the GreenSky® Program on behalf of Funding Participants and, among other things, provides administrative, technical and ministerial services to, and licenses a technology platform and certain trademarks (including the "GreenSky® Program" brand name) to, Funding Participants in connection with the Funding Participants' offering of and participation in the GreenSky® Program.

Merchant agrees to participate in the GreenSky® Program in accordance with the terms of this Agreement, including the Operating Instructions, to allow Merchant's customers to apply for and, if approved, obtain Loans from a Funding Participant for purchases of eligible Offerings offered by Merchant, which Loans are offered, made and funded by Funding Participants. Merchant understands that Program Administrator is committed to meeting or exceeding all regulatory requirements that are applicable to the GreenSky® Program and that Merchant plays an integral role in helping Program Administrator ensure compliance with all such requirements. Program Administrator enters into this Agreement under delegated authority in its role as Program Administrator for Funding Participants participating in the GreenSky® Program.

2. Overview of the Merchant's Obligations and Responsibilities under the GreenSky® Program.

(a) Merchant's obligations and responsibilities under the GreenSky® Program are detailed in this Agreement and the Operating Instructions, which are available on Program Administrator's website at https://www.greensky.com/merchantagreement. These obligations and responsibilities include:

(i) ensuring all Merchant's employees, representatives or agents involved with the GreenSky® Program are advised of, and trained regarding, the requirements related to offering the GreenSky® Program to Merchant's customers, and that Merchant's employees, representatives or agents having sales and finance responsibilities or who market, intake, facilitate or submit a credit application have completed the orientation and all required training related to the GreenSky® Program adopted by Funding Participants and provided by Program Administrator within the timeframes directed by Program Administrator;

(ii) promoting the GreenSky® Program in a legally-compliant, accurate, complete, unbiased and fair manner, including ensuring that Merchant and its employees, agents and representatives are not engaged in illegal discrimination against consumers when presenting GreenSky® Program financing options, and that any required rescission notices are provided to consumers as part of the underlying sales contract with the consumer;

(iii) ensuring that Loan proceeds are used only in connection with eligible Offerings;

(iv) taking commercially reasonable measures to prevent fraudulent activity by an Applicant, Borrower or Merchant (including any of its employees, representatives, agents or Contractors) with respect to a credit application, Loan or Loan proceeds, including verifying the identification of each individual applying for a GreenSky® Program credit product or using an Access Device, Account or Loan proceeds at the time of a sale of Offerings and ensuring that there is no discrepancy between the documents Merchant relies on to fulfill its obligation to verify the identity of such individual under Section 7 and Section 8 and such individual's physical appearance or other application information;

(v) fully cooperating with Program Administrator in investigating and remediating Applicant and Borrower escalations, complaints and disputes about Merchant, Offerings, Invoices, Transaction Requests or any transactions involving Merchant, and responding within five Business Days (or such shorter time as required by this Agreement, Program Administrator, applicable law or governmental authority) to any request for information, audit or review related to Merchant's participation in the GreenSky® Program or in connection with the resolution of a dispute involving a Borrower or Applicant;

(vi) limiting Merchant's discussions with each Borrower and Applicant regarding the GreenSky® Program to providing such Borrower or Applicant with approved materials or expressly authorized information, such as approved marketing statements from the Operating Instructions, the telephone number to contact Program Administrator (as an agent of Funding Participants), the relevant GreenSky® Program websites, Program Administrator's mailing address, GreenSky® Program credit applications and certain applicable codes or other identification numbers. Such discussions must be conducted in English or Spanish only, provided that if Merchant conducts such discussions in Spanish, Merchant will, during the application process, request or direct each Borrower or Applicant to request a Spanish-language copy of the Borrower's Loan Documents, and provided further that if such Borrower or Applicant wishes to use a translator during discussion of the GreenSky® Program, (A) the translator must be of legal age, (B) Merchant will only speak to the translator in English or Spanish and (C) Merchant will verify and document the identification of each individual serving as a translator;

(vii) maintaining any information Merchant receives regarding each Borrower or Applicant (in such capacities) or a Loan as strictly confidential, regardless of the source of such information including from the Borrower, Applicant, Program Administrator or Funding Participant;

(viii) providing to Program Administrator in a timely manner all information relating to Merchant's participation in the GreenSky® Program and any Borrower and Applicant as set forth herein and otherwise requested by Program Administrator or a Funding Participant (it being understood that Program Administrator and Funding Participants may share any such information with the sponsor referring the Merchant to the GreenSky® Program (if any) and the sponsor's Affiliates);

(ix) with respect to any documents or forms provided to, or to be executed by, a Borrower or Applicant or which constitute a disclosure required by Program Administrator or under applicable law in connection with the GreenSky® Program, only using such documents and forms provided to Merchant, or approved in writing, by Program Administrator (and only using the latest version thereof) and not modifying any such documents or forms without Program Administrator's prior written consent

(x) if approved by Program Administrator to offer GreenSky® Program financing for solar products/projects, only offering the relevant loan plans permitted by the GreenSky® Program for solar products/projects and not any other loan plans, and otherwise complying with all applicable GreenSky® Program policies, procedures, terms and conditions related to solar products/projects;

(xi) ensuring (A) that each Applicant or Borrower participates in the submission of any credit application to the GreenSky® Program on behalf of the Applicant or Borrower, including by such Applicant or Borrower directly inputting information into a credit application or, to the extent that the GreenSky® Program supports receipt of such information via telephone, directly providing such information to the GreenSky® Program via telephone, (B) that each Borrower is aware when Merchant submits any transaction to the GreenSky® Program on such Borrower's Account, and (C) that the Applicant or Borrower has authorized any such submission of a credit application or transaction consistent with this Agreement and the Operating Instructions; and

(xii) ensuring that each of Merchant's employees, representatives, or agents having sales and finance responsibilities or who market, intake, facilitate or submit a credit application have his or her own GreenSky® Program credential (such as a mobile app login) to access a credit application and will not share such credential with any person.

(b) In addition to Merchant's other obligations and responsibilities, Merchant shall not:

(i) prepare or disseminate any written materials regarding the GreenSky® Program other than those provided or approved in writing by Program Administrator acting on behalf of Funding Participants;

(ii) discuss with an Applicant the likelihood of his or her approval for a Loan;

(iii) provide any misleading, confusing or incomplete information regarding the GreenSky® Program, including applicable interest rates or any terms or conditions of a Loan under the GreenSky® Program;

(iv) obtain from the Program Administrator any credit reports on Applicants or Borrowers;

(v) as further described in Section 5(b), add any fees (including the Transaction Fee or any interchange/processing fees) to prices charged to Applicants or Borrowers for the application for or use of a Loan;

(vi) discriminate among Applicants or Borrowers in any unlawful way;

(vii) ask for or accept any document from a Borrower that includes a statement that the Offerings have been completed or provided to such Borrower's satisfaction in advance of the actual completion or provision thereof; or

(viii) engage any Contractor that is not properly licensed in accordance with applicable legal or regulatory requirements to provide, perform or deliver Offerings funded, in whole or in part, by a Loan.

(c) In the event that Program Administrator or a Funding Participant believes Merchant (including, for the avoidance of doubt, any Merchant employee, representative, or agent having sales and finance responsibilities or who markets, intakes, facilitates or submits a credit application) has failed to comply with this Agreement, Program Administrator may immediately suspend Merchant's and/or such employee's, representative's, or agent's participation in the GreenSky® Program without notice and take such other action as it deems appropriate, including terminating this Agreement.

3. **Overview of Program Administrator's Obligations and Responsibilities under the GreenSky® Program.**

Program Administrator, acting on behalf of Funding Participants, will administer the GreenSky® Program. A Funding Participant may offer Merchant's qualified Applicants Loans for the purpose of financing purchases of eligible Offerings offered by Merchant. Funding Participants will direct the terms and conditions under which Loans are extended to Borrower(s).

4. **Modification.**

Program Administrator, acting on behalf of Funding Participants, may modify this Agreement by providing written or electronic notice to Merchant (which may include by Program Administrator posting an updated version of this Agreement on the GreenSky® Program website and providing written or electronic notice thereof to Merchant). Any such modification by Program Administrator shall be in writing and either signed by an authorized officer of Program Administrator or posted by Program Administrator on the GreenSky® Program website. Merchant's continued participation in the GreenSky® Program for new credit applications after the effective date of any such modification will constitute Merchant's acceptance of the modified terms and Merchant's agreement to be bound by them. If Merchant does not want to accept such modifications, it must not submit any credit applications subsequent to the effective date of such modifications and must advise Program Administrator in writing of its decision. Notwithstanding the foregoing, except for modifications pursuant to Section 9, modifications to this Agreement that are applicable only to Merchant individually and not generally to other participants in the GreenSky® Program shall not be effective unless provided to Merchant in writing and agreed to by Merchant, either in writing or by its continued participation in the GreenSky® Program.

5. **Promotion of the GreenSky® Program.**

(a) If Merchant chooses to participate in the GreenSky® Program, Merchant agrees to promote the GreenSky® Program in a commercially reasonable manner and in full compliance with this Agreement and the Operating Instructions and all applicable laws and regulations. Any material referring or relating to the GreenSky® Program, including the fact that Merchant participates in the GreenSky® Program or specific Loan credit terms or credit products Merchant accepts, shall be prepared or furnished by Program Administrator or, to the extent that Program Administrator, in its discretion, permits Merchant to prepare any materials referring or relating to the GreenSky® Program, such materials must be reviewed and approved by Program Administrator (in its sole discretion) in advance of being used by Merchant. In all cases, all such materials must adhere to and be used in accordance with the applicable marketing guidelines and requirements in the Operating Instructions. Any such review and approval shall be limited to the review and approval of GreenSky® Program-specific representations and statements and shall not be construed as a review or approval of any advertising or solicitation materials for any other purpose or for compliance with any other provisions of any local, state or federal laws not related to the GreenSky® Program, notwithstanding any feedback Program Administrator may provide that is unrelated to the GreenSky® Program.

(b) Merchant shall not require, through a surcharge, an increase in price or otherwise, any Borrower to pay any fees as a consequence of Borrower applying for or using his or her Loan to pay Merchant. Specifically, Merchant may not charge the Borrower any part of any charge or fee imposed by the GreenSky® Program on Merchant or any interchange/processing fees payable by Merchant in connection with its participation in the GreenSky® Program related to such Borrower or their Loan.

(c) During the term of this Agreement, if Merchant determines to have the GreenSky® Program offered to a particular Applicant, the GreenSky® Program must be offered solely on a "first-look" basis to such Applicant (i.e., the GreenSky® Program must be offered as the initial financing program for which such Applicant applies and not after such Applicant has been declined by another financing program).

(d) Merchant shall not offer to use or use a Loan as a "bridge" loan or offer for the Borrower to use the proceeds of another loan to pay off a GreenSky® Program Loan.

6. **Loan Terms and Approval.**

(a) Through the GreenSky® Program, a Funding Participant may offer Loan(s) to Merchant's qualified Applicants under a separate Loan Agreement between Funding Participant and such qualified Applicant. Merchant acknowledges and agrees that the Funding Participants (and Program Administrator, acting as administrator of the GreenSky® Program on behalf of and at the direction and under the control of Funding Participants), (i) have sole authority to prescribe the terms and conditions of the credit application, the Loan Agreement and each Loan (including interest rate, maximum amount and term); (ii) may prospectively modify such terms and conditions with respect to Loans for which approval is granted subsequent to the time of the modification; (iii) may at any time change the credit standards without notice to Merchant; and (iv) may reject and accept credit applications in its sole discretion. A Funding Participant shall not be obligated to take any action with respect to a Loan, including accepting the credit application or making future credit available to an Applicant or a Borrower, and has no obligation to approve any particular credit application or Loan or to approve credit applications or Loans meeting any particular set of requirements. A Funding Participant may withdraw any previously issued Loan approval prior to funding of the Loan, which Loan approvals, unless earlier withdrawn, shall automatically expire at the end of the purchase window for the applicable credit product. Funding Participants may at any time suspend, and restart, any of the Loan products offered in connection with the GreenSky® Program.

(b) Without limiting any of Merchant's obligations hereunder, Merchant acknowledges and agrees that (i) Funding Participants shall own the Loans and shall bear the credit risk for the Loans, and (ii) Merchant shall have no ownership interest in the Loans.

7. **Applications.**

(a) Merchant agrees to submit all credit applications in accordance with this Agreement and the Operating Instructions, including by ensuring that the Applicant participates in the submission of a credit application (which may include (i) by having the Applicant directly input information into the GreenSky® Program's electronic credit application and electronically sign the credit application or (ii) to the extent that the GreenSky® Program supports receipt of such information via telephone, by having the Applicant directly provide such information to the GreenSky® Program via telephone as part of a telephonic credit application). Merchant will use only a credit application form provided or approved by Funding Participants for use in the GreenSky® Program and will not use any other third-party financing provider's credit application in connection with the GreenSky® Program. All credit applications submitted pursuant to this Agreement shall be by a natural person for personal, family or household purposes, unless otherwise authorized in writing by Program Administrator.

(b) Merchant agrees to provide its sales and finance employees or its employees, representatives, or agents who market, intake, facilitate or submit a credit application with the necessary equipment to submit credit applications to the GreenSky® Program in accordance with this Agreement and the Operating Instructions.

(c) In addition, to the extent permitted by Program Administrator, Merchant may, with an Applicant's prior written consent, (i) market, intake, facilitate or submit a completed credit application to the GreenSky® Program by such means as are set forth in the Operating Instructions and subject to the terms hereof, and (ii) receive and forward the Loan Documents to the Applicant.

(d) With respect to each credit application, Merchant shall:

(i) ensure all information requested on such credit application is complete and legible (to the extent that Merchant is assisting with the submission of such credit application);

(ii) ensure that each Applicant is aware of and has authorized any credit application submitted to the GreenSky® Program, including by obtaining all Applicant signatures or e-signatures, as applicable, on such credit application or other document demonstrating the Applicant's informed consent to apply for a GreenSky® Program loan (to the extent that an Applicant is not directly providing such signatures or e-signatures to the GreenSky® Program);

(iii) verify the identification of each individual applying for credit by obtaining a government-issued photo identification document and Social Security number (or another identification method authorized in the Operating Instructions); and

(iv) provide all other information requested or required by the GreenSky® Program.

(e) In the event Merchant identifies a discrepancy between the documents Merchant relies on to fulfill its obligation under <u>Section 7(d)(iii)</u> and the Applicant's physical appearance or other application information, Merchant shall not submit a credit application to the GreenSky® Program from any such Applicant and shall promptly inform Program Administrator.

(f) In the event that Program Administrator makes available to Merchant an Internet address for Applicants to submit credit applications to the GreenSky® Program for review and processing, it will be an address on a commercial site on the World Wide Web portion of the Internet accessible by Merchant and Applicants. As between the parties, Program Administrator shall own, manage and maintain such Internet site and retain all right, title and interest in and to such Internet site, and Merchant's only right to such Internet site is to have it made available to Applicants for use in connection with Merchant's participation in the GreenSky® Program.

(g) In the event that Program Administrator provides or makes available any application programming interface (or similar technology) ("APIs") to or on behalf of Merchant in connection with the transactions contemplated by this Agreement, Merchant's use of such APIs shall be governed by the applicable licensing terms set forth in the Operating Instructions (or in such other agreement that Program Administrator, in its discretion, enters into with Merchant regarding such APIs).

(h) Merchant acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, and all other transactions in the nature of gambling ("<u>Restricted Transactions</u>") are prohibited from being processed through the GreenSky® Program. Merchant agrees that it will not submit Restricted Transactions for processing through the GreenSky® Program. In the event Program Administrator identifies a suspected Restricted Transaction, Program Administrator may, on behalf of Funding Participants, block or otherwise prevent or prohibit such transaction and seek any other remedies available under this Agreement or otherwise.

(i) In the event that the GreenSky® Program, in the discretion of Program Administrator, makes available the Instant Prescreen Feature to Merchant, (i) Merchant acknowledges and agrees that it will only use the knowledge of a firm offer of credit for the sole and exclusive purposes of reminding the consumer of the firm offer of credit, and Merchant will not use the knowledge of a firm offer of credit for any other purpose, (ii) Merchant hereby represents, warrants and covenants that it is not controlled by a foreign adversary country as defined in 10 U.S.C. § 4872(d)(2), (iii) all marketing materials regarding any such prescreened offer of credit shall either be prepared by, or shall be reviewed and approved in advance by, Program Administrator, on behalf of the Funding Participants, and Merchant shall use no other marketing materials for such prescreened offer of credit, (iv) Merchant acknowledges and agrees that, notwithstanding a customer's receipt of a prescreened offer of credit through the Instant Prescreen Feature, if such customer wishes to obtain a Loan such customer must apply for a Loan in accordance with the terms of this Agreement (and all of the terms and conditions of this Agreement shall apply with respect such Loan), and a customer's receipt of a prescreened offer of credit through the Instant Prescreen Feature does not guaranty that such customer will ultimately qualify for a Loan, (v) if a customer indicates to the Merchant that the customer received a prescreened offer of credit, then the Merchant must lead with the prescreened offer of credit, provided, however, that such customer may choose a GreenSky® Program Loan that is different from the prescreened offer of credit, and (vii) Merchant agrees to pay the applicable fees and costs for its use of the Instant Prescreen Feature as communicated from time to time by Program Administrator (which communication may be via an update to Schedule A to this Agreement, by written or electronic communication, by inclusion on an applicable webpage, mobile application and/or online portal or otherwise through the Instant Prescreen Feature process), and the relevant provisions of Section 9 and Section 13 shall apply with respect thereto. For the purposes of this Agreement, "Instant Prescreen Feature" shall mean a credit prescreen feature provided by the GreenSky® Program to certain participating merchants whereby the name and certain identifying information of an individual transmitted by such merchant to the GreenSky® Program will be utilized by the GreenSky® Program to determine whether the individual consumer is eligible for a prescreened firm offer of credit from a Funding Participant through the GreenSky® Program, which prescreened firm offer of credit will then be transmitted by the GreenSky® Program and/or such merchant to the individual.

8. **Eligible Sales Transactions.**

Once a Loan is approved by a Funding Participant:

(a) In order for an Access Device or Account to be used to pay a Merchant for Offerings, Borrower must personally activate the Loan by completing the process established by Program Administrator. Merchant shall not complete the activation process on behalf of any Borrower and must ensure the Borrower completes the activation process only after receiving his or her Loan Documents.

(b) Borrower must present a valid Access Device or Account at the time of a purchase of Offerings using proceeds from Borrower's Loan. Merchant agrees to honor all valid Access Devices and Accounts when properly presented as payment for eligible Offerings. Merchant must verify the identification of each Borrower or individual purporting to be a Borrower presenting a valid Access Device or Account at the time of sale by obtaining a government-issued photo identification document. In the event Merchant identifies, or reasonably should identify, a discrepancy between any such person's identification documents used to fulfill Merchant's obligations under this subsection and such person's physical appearance or Access Device or Account, Merchant shall not submit a transaction to the GreenSky® Program from any such person and shall promptly inform Program Administrator.

(c) Each transaction submitted to the GreenSky® Program for processing is subject to Program Administrator's direct verification from the Borrower of authorization of such transaction and Merchant's completion and/or delivery, to the Borrower's satisfaction, of the purchased Offerings, in accordance with the applicable GreenSky® Program policies and procedures in effect from time to time. In the event that Borrower verification is not obtained, then, in the sole discretion of Program Administrator, all related transactions may be subject to denial or, if such transactions were previously funded, may be subject to a required refund from or chargeback to Merchant, and Program Administrator may, in its sole discretion, initiate an ACH debit from the Merchant Account in accordance with Section 13 for any such amounts previously funded.

(d) Merchant must submit a Transaction Request to the GreenSky® Program and obtain a transaction authorization from the GreenSky® Program's authorization center (which may be made accessible to Merchant through an online portal); provided, however, in order to be eligible to process transactions through the GreenSky® Program's authorization center, Merchant must satisfy the relevant qualifications therefor and comply with the applicable policies and procedures related thereto, as established from time to time by Program Administrator (which policies and procedures with respect to Merchant may, in the discretion of Program Administrator, include net settlement of amounts owed between Merchant and Program Administrator or Funding Participants). Program Administrator, on behalf of Funding Participants, in its sole discretion, may grant, deny or revoke any transaction authorization and may restrict or condition payment to Merchant in respect of any Borrower. Unless otherwise determined by Program Administrator, in its sole discretion, if Merchant submits transactions for the GreenSky® Program through a third party payment card network (as directed by Program Administrator), Merchant must first obtain a transaction authorization from the GreenSky® Program's authorization center, and then submit a Transaction Request to, and obtain a transaction authorization from, the applicable payment card network. Unless the Operating Instructions provide otherwise, transaction authorizations from a payment card network are valid for the time period established by the applicable payment card network (but not more than five days), and any transaction that is presented to Program Administrator after such time may be declined. Subject to the foregoing and the other terms of this Agreement (including verification, chargeback and refund requirements), if a transaction authorization is granted by the GreenSky® Program and, if applicable, the applicable payment card network, then the Loan will be funded by a Funding Participant. Neither Program Administrator nor such Funding Participant shall be responsible, however, for any delay in funding a Loan caused by a merchant processor or otherwise. In addition, Merchant acknowledges and agrees that Loan fundings due to Merchant pursuant to this Agreement may, in the sole discretion of Program Administrator or the Relevant Funding Participant, be settled on a net basis, and Program Administrator, on its own behalf or on behalf of Funding Participants (as applicable), may, at its option, deduct any amount Merchant owes Program Administrator or Funding Participants pursuant to this Agreement from any Loan fundings due to Merchant. If a transaction authorization is denied, Merchant shall not complete the transaction for which authorization was sought and will contact the GreenSky® Program's authorization center as requested.

(e) All transactions submitted to the GreenSky® Program for processing shall be evidenced by a Transaction Request. Merchant shall complete the Transaction Request in accordance with this Agreement and the applicable requirements of the GreenSky® Program. Merchant shall not process a transaction where the amount of the Transaction Request exceeds the Account limit established by the GreenSky® Program.

(f) Merchant agrees not to divide a single transaction (or project) between two or more Invoices (for one or more Borrowers) or between a Transaction Request and a sales or credit slip from another credit provider; provided, however, that Merchant may divide a single transaction between a Transaction Request and a sales or credit slip from another credit provider when an approved Loan amount is insufficient to pay Borrower's total transaction amount and Program Administrator has been provided written notice of such total transaction amount.

(g) With respect to each transaction submitted to the GreenSky® Program for processing, Merchant agrees to:

(i) submit such transaction for authorization only after confirming that each Borrower has received and agreed to the Invoice and the Loan Documents;

(ii) submit the Transaction Request in accordance with the requirements of the GreenSky® Program, including by providing such information as required by Program Administrator, which may include, among other things, the identity of Merchant and each Borrower, Merchant's identification number, the Borrower's Account number, the expiration date of the Access Device, the amount and date of the transaction, the total purchase price for the relevant Offerings, and the status of Merchant's delivery or performance of the relevant Offerings (and, by submitting the transaction, Merchant warrants the Borrower's true identity as an authorized user of the Access Device and the accuracy of the information submitted by Merchant);

(iii) create and retain the Invoice relating to such transaction;

(iv) deliver a true and completed copy of the Invoice to the Borrower at the earlier of processing such transaction or the delivery or performance of the Offerings;

(v) ensure that each Borrower is aware of and has authorized such transaction, and obtain the signature of the Borrower on the Invoice or other evidence of the Borrower's authorization of such transaction and compare the signature with the signature panel of the Access Device or the Borrower's government-issued photo identification document (or as otherwise permitted in the Operating Instructions) and, if the identification is uncertain or if the Merchant otherwise questions the validity of the Access Device, contact the GreenSky® Program authorization center for instructions;

(vi) enter such transaction into Merchant's point-of-sale terminal or other applicable device or an online portal for the GreenSky® Program made available to Merchant; and

(vii) present the Transaction Request to Program Administrator for authorization only upon each Borrower's express approval (which approval shall be in writing to the extent required by applicable law, the applicable third party payment network, Merchant's processor or as otherwise required by the GreenSky® Program), provided that if such transaction is canceled or if the Offerings are canceled or returned or Borrower does not provide its verification to the GreenSky® Program as required pursuant to Section 8(c), such Transaction Request shall be subject to decline, chargeback or refund, and Merchant agrees that the submission of such transaction for authorization shall constitute a representation, warranty and covenant by Merchant that there is a valid Invoice and express approval from the Borrower for such transaction that complies with the terms of this Agreement.

(h) All transactions financed pursuant to this Agreement shall be for personal, family or household purposes, unless otherwise authorized in writing by Program Administrator.

(i) Offerings purchased by a Borrower that are being shipped or delivered must be shipped or delivered to a Borrower's residence, unless shipment or delivery to another location is authorized by such Borrower in writing and approved in writing by Program Administrator, on behalf of the Relevant Funding Participant.

(j) Merchant is only permitted to process through the GreenSky® Program payments for Offerings that have not been fully delivered, installed and completed (each, a "Deposit Payment") to the extent such Merchant is so authorized by Program Administrator in its sole discretion (on behalf of the Funding Participants), which authorization may be changed by Program Administrator at any time with or without notice to Merchant. If Merchant is so authorized to process Deposit Payments, then, subject to compliance with applicable law and the terms of the Invoice and subject to obtaining the Borrower's prior express authorization, Merchant is permitted to process Deposits Payment for (A) up to the lesser of 20% of (1) the aggregate project amount and (2) the Borrower's credit limit for such Loan or (B) such greater amount as Program Administrator, on behalf of the Funding Participants, may approve in writing. Merchant may not otherwise process Deposit Payments through the GreenSky® Program. In addition to other relevant requirements and remedies hereunder, (A) if Merchant has received a Deposit Payment with respect to a Borrower and either (1) Merchant has not completed all delivery, installation and other applicable obligations for the relevant Offerings to the satisfaction of the Borrower within 90 days after the date that Merchant receives the initial Deposit Payment or (2) Program Administrator in good faith believes that Merchant in unable or unlikely to complete all delivery, installation and other applicable obligations for the relevant Offerings to the satisfaction of the Borrower, or (B) if Merchant attempts any purported assignment, transfer or delegation of this Agreement or its rights or obligations hereunder without Program Administrator's prior written consent in violation of Section 21, or the information set forth in the Application regarding the identity of the persons that directly or indirectly own or control Merchant ceases to be true and correct in all respects without Merchant providing thirty (30) days' prior written notice thereof, then, without limitation of any other rights or remedies of Program Administrator or Funding Participants under this Agreement, to the extent required by Program Administrator in its sole discretion (acting on behalf of Funding Participants), Merchant shall be obligated to refund the amount of (x) in the case of preceding clause (A), all Deposit Payments for such Borrower, or (y) in the case of preceding clause (B), all Deposit Payments for all Borrowers with respect to whom Offerings have not been fully delivered, installed and completed as of the occurrence of such event described in preceding clause (B), and in either case Program Administrator shall be permitted to initiate an ACH debit for such amounts from the Merchant Account in accordance with Section 13. To the extent permitted by applicable law, Merchant hereby waives all claims, damages and demands it may acquire against Program Administrator or Funding Participants arising out of the exercise by Program Administrator or Funding Participants of any of its rights under this Section.

(k) Merchant agrees that it will not offer extended product or service warranties or service agreements underwritten by Merchant, an Affiliate of Merchant or any third party in conjunction with purchases made by Borrowers without the prior written approval of the Relevant Funding Participant, as communicated by Program Administrator, of any such warranty or service agreement. If any extended warranty or service agreement is approved, Merchant agrees that such extended warranty or service agreement will comply with applicable law, and Merchant agrees that it will comply with all obligations under any such extended warranty or service agreement, whether underwritten by Merchant, an Affiliate or a third party.

(l) In order to facilitate Merchant's and Borrowers' participation in the GreenSky® Program and Borrowers' use of their Loans, Program Administrator (in its discretion) may make available to Merchant certain webpages, mobile applications and/or online portals for the purposes of, among other things, viewing applicable Borrower Information, submitting Transaction Requests and obtaining reports related thereto. Merchant must comply, and cause each of its employees, agents and Contractors who use such webpages, mobile applications or online portals on Merchant's behalf to comply, with all policies, procedures and terms of use applicable thereto, and Merchant shall be responsible for its employees', representatives, agents' and Contractors' use of such webpages, mobile applications and online portals. Merchant acknowledges and agrees that (i) such webpages, mobile applications and online portals may utilize artificial intelligence and/or machine learning technologies, and data collected through such webpages, mobile applications and online portals may be utilized to build, train, and improve the accuracy of artificial intelligence models and/or machine learning tools, and (ii) Program Administrator, Funding Participants and their respective third-party service providers, agents and representatives may integrate or otherwise use artificial intelligence and/or machine learning technologies to perform various services related to this Agreement and the transactions contemplated hereby, as well as to assess Merchant and its enrollment and continued participation in the GreenSky® Program, and Merchant's data may be utilized to build, train, and improve the accuracy of such artificial intelligence models and/or machine learning tools.

9. **Fees.**

(a) For each funded Loan, in addition to any fee imposed by the applicable payment card network for processing the transaction (which may include a fee imposed by Program Administrator for transactions processed directly through Program Administrator's payment network), Merchant will pay Program Administrator a transaction fee ("Transaction Fee") in return for access to the GreenSky® Program, including access to the GreenSky® Program technology platform to allow Merchant's Applicants to apply for Loans from Funding Participants. The Transaction Fees and other fees and charges applicable to Merchant are set forth in a Schedule A to this Agreement, which is communicated separately by Program Administrator to Merchant. The initial Schedule A is provided in connection with the Merchant's enrollment in the GreenSky® Program, and, by written notice to Merchant, Program Administrator from time to time may modify Schedule A to reflect changes to the Transaction Fees and the other fees and charges set forth therein, which modifications shall apply to all Loans approved on or after the effective date specified in such notice (or, if no effective date is specified, the first day of the month after which such notice is provided). The Schedule A as in effect from time to time in accordance with this Section 9 is hereby incorporated into this Agreement.

(b) The Transaction Fee is due and payable to Program Administrator upon the funding of a Loan. Merchant shall also pay Program Administrator a fee each month to participate in the GreenSky® Program in accordance with Schedule A (unless the aggregate volume of Loan fundings for Borrowers in a particular month satisfies the minimum level specified in Schedule A). In the event that Merchant does not pay the Transaction Fee or any other fees when due, Program Administrator will be entitled to immediately suspend Merchant's participation in the GreenSky® Program without notice, and, in addition to all other rights and remedies under this Agreement, Program Administrator may, on behalf of itself and Funding Participants, assess Merchant such additional charges (such as late payment or returned payment charges) as set forth in Schedule A. In addition, without limiting any other rights or remedies Program Administrator or a Funding Participant may have under this Agreement or by operation of law, if Program Administrator, in its sole discretion, determines that Merchant has offered the GreenSky® Program as "second-look" financing to any of its customers, thereby violating the exclusivity requirements contained herein, then Program Administrator, in its sole discretion, may increase the Transaction Fee by an additional 5 percentage points (the "Risk Adjustment") for all Loan transactions effective upon written notice to Merchant. Program Administrator may also assess Merchant charges related to Borrower or Applicant disputes with respect to which Program Administrator determines Merchant is at fault, as well as charges related to chargebacks and refunds, in each case as set forth in Schedule A.

10. **Borrower Payments.**

Merchant agrees that the Relevant Funding Participant and Program Administrator, on behalf of, and at the direction and under the control of, the Relevant Funding Participant, have the sole right to receive payments on a Loan. Merchant agrees not to attempt to collect a Loan unless specifically authorized in writing by the Relevant Funding Participant, as communicated by Program Administrator. Merchant agrees to hold in trust for the Relevant Funding Participant any payment received by Merchant in respect of such Loan and to deliver such payment to or as directed by Program Administrator, acting on behalf of the Relevant Funding Participant, together with the Borrower's name, Account number, and any correspondence accompanying the payment, within five days of receipt by Merchant. Merchant agrees that Merchant shall be deemed to have endorsed, in favor of the Relevant Funding Participant to which any such payment relates, any Borrower payments by check, money order or other instrument made payable to Merchant that a Borrower presents to Program Administrator, and Merchant hereby authorizes Program Administrator, on behalf of the Relevant Funding Participant, to supply such necessary endorsements on behalf of Merchant. Merchant agrees that it shall not, directly or indirectly, make any payment on a Loan on behalf of a Borrower without the prior written approval of Program Administrator, acting on behalf of Funding Participants, and Program Administrator, in its sole discretion, shall have the right to immediately (a) suspend Merchant's right to submit new funding transactions on approved Loans or submit new credit applications without notice or (b) terminate this Agreement in the event that Merchant fails to comply with this provision.

11. **Representations, Warranties and Covenants.**

(a) As to each credit application, Transaction Request or other material presented or delivered in connection with the GreenSky® Program, and the transaction it evidences, Merchant represents, warrants and covenants the following: (i) that Merchant has verified the identity of the Applicant or Borrower and that the Applicant or Borrower was of legal age and competent to execute the credit application, Loan Agreement, Invoice and transaction authorization at the time of the execution thereof; (ii) that the credit application, Loan Agreement, Invoice and Transaction Request are bona fide and were actually made and agreed to by each person identified as an Applicant or Borrower; (iii) that each Loan Agreement, Invoice and Transaction Request (A) will arise out of a bona fide sale of Offerings by Merchant and the express consent of Borrower, (B) will not involve the use of the Loan for any purpose other than for the purchase of the Offerings that are the subject of the Loan Agreement, Invoice and Transaction Request, which are truly and accurately described therein, are fit and merchantable for their intended purpose, have been delivered into the possession of the Borrower and any services so described have been performed, and that all installation and other services contemplated by the Offerings (if applicable) have been completed in a proper and workmanlike manner to the Borrower's complete satisfaction, and (C) represents Merchant's satisfactory performance of all of its other obligations to the Borrower in connection with the transaction evidenced by such Transaction Request; (iii) that Merchant has conveyed full and complete title to the Offerings, if any, to the Borrower; (iv) that such transaction is, in all respects, in compliance with the Operating Instructions, this Agreement, and all laws, rules and regulations of any federal, state or local governmental agency governing the same; (v) that Merchant has no knowledge or notice of any fact, event, issue or circumstance that would impair validity, enforceability or collection of the Loan as against Borrower; (vi) that there are no liens, mortgages, encumbrances or security interests upon the Invoice or the Transaction Request or the rights evidenced by the Invoice or the Transaction Request; (vii) that there are no present or future unvested or unrecorded rights related to such transaction that could give rise to a mechanic's, materialman's or laborer's lien, except to the extent those rights are in favor of Merchant, in which event Merchant agrees not to assert those rights to the detriment of any Funding Participant; (viii) that Borrower has no claim or defense to payment of any amount reflected on such Transaction Request based upon materials or workmanship or any act or omission of Merchant or Merchant's employees, Contractors, laborers or representatives; (ix) that there have been no representations or warranties made to Borrower other than representations or warranties approved by the Relevant Funding Participant, as communicated by Program Administrator, or a third party's or manufacturer's standard warranties, and in the event a manufacturer or third party breaches a standard warranty, Merchant will cure such breach within 30 days of notice thereof; (x) that Merchant has not increased the purchase price or added any additional fees as a result of Borrower's use of the Loan to purchase the Offerings; and (xi) that Merchant has not taken any adverse action against an Applicant or Borrower because the Applicant or Borrower is a member of a protected class, as defined by applicable law, or because the Applicant or Borrower has chosen to use credit to finance the purchase, nor has Merchant engaged in any practice that has or could have an impermissible negative or disparate impact on members of any protected class, including steering Applicants or Borrowers to more expensive or less favorable financing options because of the Applicants' or Borrowers' membership in a protected class.

(b) Merchant represents, warrants and covenants that (i) Merchant is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing (where such concept is recognized under applicable law) in each jurisdiction where the nature of its business or the ownership or operation of its properties makes such qualification or licensing necessary, (ii) Merchant has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and to consummate the transactions contemplated hereby, (iii) the execution, delivery and performance of this Agreement by Merchant and the consummation by Merchant of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Merchant and do not contravene any government or contractual restriction applicable to Merchant, (iv) this Agreement has been duly executed and delivered by Merchant (by submission of the Application), the person submitting the Application on behalf of the Merchant has the requisite authority to legally bind Merchant to the terms of this Agreement and this Agreement constitutes a legal, valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms, and (v) the information set forth in the Application is true and correct in all respects and Merchant shall promptly advise Program Administrator in writing if any such information changes or otherwise ceases to be accurate, including any information regarding the identify of persons that directly or indirectly own or control Merchant.

(c) Merchant represents, warrants and covenants that it is in compliance with, and will continue to comply with, all applicable laws, rules and regulations, including those relating to privacy and data security and to its sale of Offerings, point-of-sale practices and representations and warranties made by Merchant's employees, representatives and agents, including, to the extent applicable to Merchant, the Federal Trade Commission's Cooling Off Rule, 16 C.F.R. § 429.0, et seq., and the Federal Trade Commission's Mail Order Rule, 16 C.F.R. § 435.1, et seq., as well as those pertaining to tax reporting and tax compliance, tax evasion or the facilitation of tax evasion, and those dealing with bribery, corruption, improper or illegal payments, gifts, gratuities or money laundering, and that Merchant shall take no action which would subject Program Administrator or Funding Participants to penalties under applicable laws, rules and regulations. Merchant represents, warrants and covenants that Merchant has retained and will retain all required licenses, permits, approvals, certifications and the like that are required under applicable law to conduct its business, to deliver Offerings, to participate in the GreenSky® Program and to perform its obligations under this Agreement and under the Invoice or other agreement between Merchant and the Borrower governing Merchant's sale and performance of the Offerings, each of which remains and shall remain in full force and effect. Merchant represents, warrants and covenants that each Contractor used by Merchant to provide, perform or deliver Offerings funded, in whole or in part, by a Loan has retained and will retain all required licenses, permits, approvals, certifications and the like that are required under applicable law to conduct its business and deliver Offerings, each of which remains and shall remain in full force and effect. Merchant will promptly notify Program Administrator in the event that any such license, permit, approval or certification of Merchant or any such Contractor ceases to be in full force and effect or if Merchant or any such Contractor is subjected to sanction by a governmental or regulatory authority. Upon Program Administrator's request, Merchant will promptly provide to Program Administrator evidence of such licenses, permits, approvals, or certifications of Merchant or any such Contractor. Merchant represents, warrants and covenants that it and any such Contractors will comply with the Operating Instructions, as well as the Merchant Program Agreement Compliance Addendum attached hereto.

(d) Merchant represents, warrants and covenants that it will not violate any agreement it has with third parties related to the transactions contemplated hereby, including the Invoice, and will advise Program Administrator promptly of any event that may adversely affect its prospects, financial condition or continued operations or its ability to satisfy its obligations under outstanding Invoices.

(e) To the extent that Merchant uses any Contractor to provide, perform or deliver Offerings funded, in whole or in part, by a Loan, (i) Merchant represents, warrants and covenants that Merchant shall maintain and conduct a reasonable and customary contractor/third party management program that includes, without limitation, a due diligence process for the review and evaluation of such Contractors and an ongoing oversight process for such Contractors (including a complaint management process); and (ii) Merchant acknowledges and agrees that Merchant shall be responsible for the performance of each of such Contractors, including any failure of any such Contractors to comply with Merchant's representations, warranties, covenants or other obligations under this Agreement, or any failure of any such Contractors to comply with any applicable federal, state or local law, rule, regulation or ordinance.

(f) With respect to any Related Merchant that the Named Merchant seeks to have participate under this Agreement as a Merchant in accordance with the definition of "Merchant" in Section 42, (i) the Named Merchant hereby represents, warrants and covenants that such Related Merchant is an Affiliate of the Named Merchant, that the Named Merchant has due power and authority to legally bind such Related Merchant to the terms of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation of such Related Merchant enforceable against such Related Merchant in accordance with its terms, and (ii) the Named Merchant hereby agrees to provide written notice to Program Administrator within three Business Days after a Related Merchant ceases to be an Affiliate of the Named Merchant.

(g) State-Specific Representations, Warranties and Covenants. As and to the extent applicable to Merchant:

(i) **If Merchant engages in transactions subject to the Alabama Deceptive Trade Practices Act (Alabama Code § 8-19-1 et seq.),** Merchant represents, warrants and covenants that Merchant will comply with such law.

(ii) **If Merchant engages in transactions subject to the Alaska Sale by Door-to-Door Solicitation Act** (**Alaska Statutes §45.02.350),** Merchant represents, warrants and covenants that Merchant will comply with such law.

(iii) **If Merchant engages in door-to-door transactions in California,** Merchant represents, warrants and covenants that Merchant will comply with the California Home Solicitation Sales Act (California Civil Code §§1689.5-1689.15).

(iv) **If Merchant engages in transactions subject to the District of Columbia Code § 28–3811,** Merchant represents, warrants and covenants that Merchant will comply with such law.

(v) **If Merchant engages in transactions subject to Florida Statutes §501.025,** Merchant represents, warrants and covenants that Merchant will comply with such law.

(vi) **If Merchant engages in transactions subject to the Georgia Retail Installment and Home Solicitation Sales Act or the Georgia Door-to-Door Sales Act (O.C.G.A. §§ 10-1-20 through 10-1-27),** Merchant represents, warrants and covenants that Merchant will comply with such law.

(vii) **If Merchant offers products or services to any consumer located in New Jersey,** Merchant represents, warrants and covenants that Merchant will comply with the New Jersey Consumer Fraud Act (N.J.S.A. 56: 8-1, *et seq.*), the New Jersey Contractors' Registration Act (N.J.S.A. 56:8-136 *et seq.*), the New Jersey Contractor Registration Regulations (N.J.A.C. 13:45A-17.1 *et seq.*) and the New Jersey Home Improvement Regulations (N.J.A.C. 13:45A-16.1 *et seq*.). In the event Program Administrator learns that Merchant has failed to comply with this Section 11(g)(ii), Program Administrator will terminate this Agreement and may seek any other remedies available under this Agreement or otherwise.

(viii) **If Merchant offers products or services to any New York resident or within New York State or if Merchant is a New York entity,** Merchant represents, warrants and covenants that Merchant will comply with the New York State Human Rights Law, New York Executive Law 296-a, and the fair lending policies, procedures, guidance, instructions or training materials provided or made available by Program Administrator, including as part of the Operating Instructions, in connection with Merchant's participation in the GreenSky® Program and Merchant's sale of related products or services.

(ix) **If Merchant engages in transactions subject to the Texas Business & Commerce Code §§ 601.001, et seq.,** Merchant represents, warrants and covenants that Merchant will comply with such law.

(h) Merchant agrees to give prompt written notice to Program Administrator in the event that, at any time during the term of this Agreement, any of Merchant's representations or warranties set forth in the Agreement are no longer accurate or Merchant has failed to comply with or has breached any of its covenants or other obligations under the Agreement. In addition, Merchant agrees that it will promptly notify Program Administrator in reasonable written detail about any formal or informal governmental investigation, litigation, inquiry, notice, or claim (of which Merchant has notice or knowledge) related in any way to this Agreement or Merchant's participation in the GreenSky® Program or which affects or could reasonably be expected to affect any activities of Merchant or any of its directors, officers, employees, agents or Contractors in connection with the Agreement.

12. **Chargebacks and Refunds.**

(a) Without duplication of any amounts paid by Merchant pursuant to Section 25(b), Merchant agrees that it will refund on demand, and Program Administrator, at the direction and under the control of Funding Participants, may charge back against Merchant, the amount of any Loan affected, plus any finance or other charges related to the Loan under the Borrower's Loan Documents, in each of the following events:

(i) Program Administrator or the Relevant Funding Participant determines that (A) Merchant has breached or failed to fulfill any of its obligations under this Agreement, including the Operating Instructions, or has breached any of its representations, warranties or covenants under this Agreement, or (B) the Invoice or Transaction Request or the transaction to which such Invoice or Transaction Request relates, credit application or sale of Offerings is fraudulent or is subject to any claim of illegality, cancellation, rescission, avoidance or offset, including negligence, fraud, misrepresentation or dishonesty on the part of the Borrower or Merchant, its agents, employees, representatives, Contractors or franchisees;

(ii) (A) the Borrower disputes or denies the transaction, the execution of the transaction authorization, credit application or Loan Agreement, or the delivery, quality, or performance of the Offerings purchased or any warranties thereto, (B) the Offerings were not delivered or performed, (C) the Borrower has not authorized the transaction, (D) the Borrower has not provided to the GreenSky® Program the verifications required pursuant to Section 8(c), (E) the Borrower alleges that a credit adjustment to which Borrower was entitled was requested and refused by Merchant or that a credit adjustment was issued by Merchant but not posted to the Loan due to Merchant's failure to submit the credit adjustment to the GreenSky® Program, or (F) the Borrower timely exercises any applicable cancellation or rescission rights that the Borrower has with respect to the transaction, the Invoice, the Transaction Request or the Loan; or

(iii) Borrower asserts any claim or defense against Merchant, Program Administrator or the Relevant Funding Participant as a result of any act or omission of Merchant in violation of any applicable law (other than those that relate solely to the terms and conditions of such Loan).

(b) With respect to any chargeback or refund:

(i) Chargebacks or refunds for purchases of Offerings made by Borrowers through the GreenSky® Program that are processed by a third party payment card network may, in the discretion of Program Administrator, be processed by the applicable payment card network (and, to the extent applicable, will be processed in accordance with the applicable payment card network procedures) or be satisfied by ACH debits in accordance with Section 13 or be settled on a net basis with other amounts due between Merchant, Program Administrator and Funding Participants pursuant to this Agreement.

(ii) Chargebacks or refunds for purchases of Offerings made by Borrowers through the GreenSky® Program that are not processed by a third party payment card network may, in the discretion of Program Administrator, be processed in a manner generally consistent with the original funds transfer or be satisfied by ACH debits in accordance with Section 13 or be settled on a net basis with other amounts due between Merchant, Program Administrator and Funding Participants pursuant to this Agreement.

(iii) In its reasonable discretion but upon prior notice to Merchant, the Relevant Funding Participant, as communicated by Program Administrator, may compromise and settle any claim made by any Borrower if such claim may give the Relevant Funding Participant a right to chargeback (or a right to a refund) in accordance with this Agreement. The Relevant Funding Participant, as communicated by Program Administrator, may settle such claim in an amount equal to the amount paid for the disputed Offerings, not to exceed the face amount of any Transaction Request.

(iv) If a Funding Participant exercises its right of chargeback (or seeks a refund) in accordance with this Agreement, such Funding Participant, in its discretion, may set off or recoup amounts charged-back or subject to refund against any sums due to Merchant under this Agreement and, if the amount of such chargeback or refund exceeds the sums due Merchant, such Funding Participant may demand payment from Merchant for such amount or satisfy such amount by ACH debits in accordance with Section 13 (or set off or recoup such amount up to the amount of sums due to Merchant and demand payment from Merchant for such excess amount or satisfy such excess amount by ACH debits in accordance with Section 13).

(v) Any chargeback or refund of any Loan amount by Merchant shall not affect Merchant's right to recover from the Borrower the unpaid amount for the relevant Offerings subject to such chargeback or refund, as if the financing had not occurred, subject to the terms of the Invoice and applicable law, although Merchant shall have no rights under the Loan Agreement or to the proceeds of the Loan. In such event, Merchant shall bear all liability and risk of loss associated with recovering such amounts from the Borrower without warranty by, or recourse or liability to, Program Administrator or any Funding Participant.

(vi) Program Administrator shall promptly notify Merchant of all requests that Program Administrator, on behalf of Funding Participants, receives by Borrowers for a chargeback or refund. Merchant is required to address any dispute or other circumstance described in Section 12(a) to the reasonable satisfaction of the Relevant Funding Participant and to Program Administrator, on behalf of the Relevant Funding Participant, within the relevant time period specified by Program Administrator.

(vii) Where a chargeback or refund occurs within 30 days following initial funding and Program Administrator determines that such chargeback or refund was not due in any way to Merchant's bad faith, negligence, willful misconduct or fraud, Program Administrator will refund to Merchant the amount of the Transaction Fee paid with respect to the relevant portion of the Loan to which such chargeback or refund relates. Otherwise, Program Administrator will have no obligation to refund any Transaction Fees. In addition, Merchant's entitlement to receive a refund of fees imposed by the applicable payment card network will be governed by the applicable rules thereof, and Program Administrator and Funding Participants shall have no obligation with respect thereto.

13. **Authorization for Automatic Direct Deposits (ACH Credits) and Direct Debits (ACH Debits).**

(a) Merchant authorizes Program Administrator, on behalf of itself and Funding Participants (as applicable), to initiate credit entries for amounts that Program Administrator or Funding Participants may owe Merchant or that may otherwise be due Merchant under this Agreement. Merchant authorizes Program Administrator (on behalf of itself and Funding Participants) to initiate debit entries, at such times as determined by Program Administrator, for (i) any credit entries in error or (ii) any amounts which Merchant owes under this Agreement, including Transaction Fees or amounts subject to chargebacks or refund. Such credit and debit entries will be to the bank account identified by Merchant (the "Merchant Account"). Merchant and Program Administrator acknowledge that the origination of ACH transactions described in this Section 13 must comply with applicable law and NACHA rules.

(b) The authorizations set forth in Section 13(a) will remain in effect while any Loan remains outstanding or while Merchant owes any obligations under this Agreement. Merchant must notify Program Administrator within three Business Days of any change to the Merchant Account for such ACH credits and ACH debits. Program Administrator agrees to comply with written notifications from Merchant that alter Merchant's bank account information (i.e., name and address of the bank or financial institution, transit/routing number or account number) for the Merchant Account, provided that Program Administrator receives such notification in sufficient time and manner to give Program Administrator and the bank or financial institution reasonable opportunity to act on it.

(c) Merchant covenants that it will not object to any ACH debit initiated by Program Administrator in accordance with the provisions of this Agreement and will not attempt to reverse any such ACH debit. In the event that adequate funds are not available in the Merchant Account to satisfy an ACH debit or an ACH debit is otherwise not able to be completed, (i) Program Administrator will be entitled to immediately suspend Merchant's participation in the GreenSky® Program without notice and withhold Loan fundings on current and future transactions submitted to the GreenSky® Program for processing and, in its discretion, apply portions of such Loan fundings to satisfy the amounts due from Merchant, and (ii) the Merchant shall be obligated to immediately pay the full amount due pursuant to this Agreement in respect thereof by wire transfer of immediately available funds to the account specified by Program Administrator for such payment.

14. **Records.**

(a) All data transmitted shall be in a medium, form and format designated by Program Administrator under the GreenSky® Program. Any errors in such data or in its transmission by Merchant shall be the responsibility of Merchant, and any errors in such data or in its transmission by Program Administrator shall be the responsibility of Program Administrator. Electronic transmission shall be the exclusive means utilized by Merchant for the transmission of transaction data to the GreenSky® Program except to the extent otherwise provided by Program Administrator.

(b) Merchant shall maintain paper copies (when used) or copies of electronic images of the Borrowers' authorization to submit credit applications, the Transaction Requests and the Invoices and other records pertaining to any Loan or transaction covered by this Agreement for such time and in such manner as Program Administrator, at the direction and under the control of Funding Participants, or any law or regulation may require, but in no event less than seven years from the date of the credit application or Transaction Request. Within 10 days, or such earlier time as may be required by Program Administrator, of receipt of Program Administrator's request, Merchant shall provide to Program Administrator the Borrower's authorization for a credit application, the Transaction Request, the Invoice or other transaction records, including evidence of an Applicant's or Borrower's express consent to submit a credit application or transaction, and any other documentary evidence available to Merchant and reasonably requested by Program Administrator (i) to meet its obligations under applicable law or otherwise to respond to questions, complaints, lawsuits, counterclaims or claims concerning Loans or requests from Borrowers or regulatory authorities, (ii) to provide any information in connection with Program Administrator's pursuit, at the direction and under the control of Funding Participants, of bad debt tax refunds, deductions, credits, or audit offsets (including providing copies of Merchant's state sales and use tax returns), (iii) to ensure Merchant's compliance with this Agreement, or (iv) to enforce any rights a Funding Participant or Program Administrator may have against Merchant or a Borrower, including litigation by or against Program Administrator or such Funding Participant, collection efforts and bankruptcy proceedings, or for any other reason. Merchant agrees to cooperate with any inquiry or investigation by Program Administrator into Merchant's compliance with the terms of this Agreement or compliance with applicable laws and regulations in any way related to this Agreement, Merchant's participation in the GreenSky® Program or Offerings funded, in whole or in part, by a Loan.

(c) Merchant agrees to permit Program Administrator, at the direction and under the control of Funding Participants, to examine, upon reasonable notice, Merchant's books and records concerning Merchant's participation in the GreenSky® Program or any credit application or transaction giving rise to any Invoice, Transaction Request or Loan and to provide Program Administrator, at the direction and under the control of Funding Participants, with such further information as may reasonably be required concerning Merchant's participation in the GreenSky® Program or any credit application or transaction. Merchant authorizes Program Administrator, at the direction and under the control of Funding Participants, to obtain credit reports with respect to Merchant and, to the extent permitted by law, to obtain credit reports individually with respect to all principals, partners or owners of Merchant, for the purpose of qualifying Merchant's business for participation in the GreenSky® Program and for evaluating Merchant's business for continued participation in the GreenSky® Program. Merchant agrees that it is authorizing Program Administrator to obtain credit reports and instructing any consumer reporting agency to provide such report now and in the future for the purpose of evaluating Merchant's business for future retention and participation in the GreenSky® Program. Merchant also agrees that, upon request, Merchant shall provide a copy of Merchant's most recent financial statements, including Merchant's balance sheets, statements of income and retained earnings, cash flows and any accompanying notes, in reasonable detail and prepared in accordance with generally accepted accounting principles.

(d) Merchant will provide Program Administrator with all original or electronically reproducible copies of documents required to be retained under this Agreement upon request within five Business Days, or such shorter time as required by this Agreement.

15. **Operating Instructions.**

(a) Merchant shall satisfy all other requirements designated in any Operating Instructions or as otherwise may be required from time to time by Program Administrator, acting on behalf of Funding Participants, and communicated to Merchant. The terms of the Operating Instructions are incorporated by reference into this Agreement. In the event there is any inconsistency between any Operating Instructions or any such other requirements, on the one hand, and this Agreement, on the other hand, this Agreement shall govern (unless otherwise expressly provided in the Operating Instructions).

(b) Notwithstanding the provisions regarding notice in this Agreement, Merchant agrees that Program Administrator may post the Operating Instructions on the GreenSky® Program website and that Program Administrator may modify the Operating Instructions from time to time by providing written or electronic notice to Merchant. In addition, Merchant agrees that it has an ongoing obligation to check the website on a monthly basis for any updates or changes to the Operating Instructions.

16. **Information Security.**

(a) Merchant shall not disclose, and shall take all commercially reasonable measures to protect, Borrower Information, including any nonpublic personal information (as defined in the Gramm-Leach-Bliley Act, its implementing regulations, and other similar laws and regulations), to (i) any third party or (ii) any employee, officer, shareholder, member, partner, director, manager, agent, Contractor or representative of Merchant who is not engaged in the implementation and execution of the GreenSky® Program and having a need to know such information for Merchant to perform its obligations and responsibilities under this Agreement. Merchant shall not retain in any format, electronic or otherwise, any Borrower Information beyond what is required pursuant to this Agreement. Without by implication limiting the foregoing, if Merchant allows individuals to submit personal identifying information via the Internet, Merchant shall adopt and maintain a comprehensive privacy policy with respect to its handling of such personal information and Merchant's privacy policy shall be available on Merchant's Internet web sites, including any mobile site or application.

(b) Merchant shall keep confidential and not disclose to any person the information, software, systems and data that Merchant receives from Program Administrator or from any other source relating to the GreenSky® Program and matters that are subject to the terms of this Agreement and shall use, and cause to be used, such information solely for the purposes of the performance of Merchant's obligations under the terms of this Agreement. Notwithstanding the foregoing, Merchant shall be permitted to disclose such information and Borrower Information to its employees, officers, shareholders, members, partners, directors, managers, agents, Contractors and representatives who are engaged in the implementation and execution of the GreenSky® Program and to whom Merchant informs of the confidentiality obligations and use limitations hereunder, solely for the purposes of their use in connection with the performance of Merchant's obligations under the terms of this Agreement; provided, however, Merchant shall be responsible for any failure of any such person to comply with the confidentiality obligations and use limitations hereunder. Merchant shall not, and shall not attempt to, do the following directly or indirectly, on behalf of itself or any other person (including through usage of artificial intelligence or any other means): (a) translate, reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from any information, software, systems or services provided by the GreenSky® Program, (b) use any retrieval application or other automated functionality to retrieve, collect or index any portion of data, products, or services for any unauthorized purpose, (c) engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining content or other information, or (d) access, use, or monitor the information, software, systems or services provided by the GreenSky® Program for benchmarking or any direct competitive purpose.

(c) Program Administrator will keep confidential and not disclose to any person (except Funding Participants or the employees, officers, shareholders, members, partners, directors, managers, agents or representatives of Program Administrator, its subsidiaries, Affiliates or its designees who are engaged in the implementation and execution of the GreenSky® Program and to whom Program Administrator informs of the confidentiality obligations and use limitations hereunder) any information that Program Administrator receives from Merchant that is designated confidential by Merchant; provided, however, Program Administrator shall be responsible for any failure of any such person to comply with the confidentiality obligations and use limitations hereunder. However, nothing in this Agreement shall limit the rights of Program Administrator, Funding Participants or the employees, officers, shareholders, members, partners, directors, managers, agents or representatives of Program Administrator, its subsidiaries, Affiliates or designees to (i) report information regarding Borrowers to consumer and commercial credit reporting agencies and credit bureaus to the extent permitted by the Loan Documents and other agreements with the Borrower or by applicable law, (ii) share Borrower Information with third-party service providers in the ordinary course of business for the purposes of administering the GreenSky® Program, (iii) disclose Borrower Information or any segment thereof to actual and potential third-party lenders that are bound by customary confidentiality obligations with respect to such data, (iv) in the event a Loan or any part thereof or interest therein is sold or assigned, disclose any information reasonably necessary or required to effectuate such sale or assignment, (v) use or disclose information for the purposes of conducting or improving the GreenSky® Program or other programs conducted or administered by such persons; or (vi) use or disclose information to the extent required pursuant to applicable law or governmental authority.

(d) Merchant and, on behalf of Funding Participants, Program Administrator each agrees that it has developed, implemented and will maintain at all relevant times contemplated by this Agreement effective information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of Borrower Information, (ii) protect against anticipated threats or hazards to the security or integrity of Borrower Information, (iii) protect against unauthorized access or use of Borrower Information, and (iv) ensure the proper disposal of Borrower Information. All personnel handling Borrower Information shall be appropriately trained in the implementation of such information security policies and procedures. Each party shall regularly audit and review its information security policies and procedures and systems to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances, including changes in technology, customer information systems or threats or hazards to Borrower Information.

(e) Merchant shall promptly notify Program Administrator of any unauthorized access to Borrower Information or any breach in security measures or systems for the protection of Borrower Information, and in no event more than forty-eight (48) hours after Merchant becomes aware of such unauthorized access or breach, and take appropriate action to prevent further unauthorized access or cure such breach. Merchant shall cooperate with Program Administrator with respect to its investigation or inquiry as to any such unauthorized access or breach, provide any notices regarding such unauthorized access or breach to appropriate law enforcement agencies and government regulatory authorities, affected Applicants, Borrowers and customers as Program Administrator, at the direction and under the control of the Funding Participants, in its sole discretion, deems appropriate, and pay all expenses related thereto. Merchant shall reimburse Program Administrator for all reasonable, documented, out-of-pocket costs and expenses associated with such unauthorized access or breach.

(f) Merchant agrees that Program Administrator, at the direction and under the control of Funding Participants, may at any time upon notice to Merchant, review and audit Merchant's information security policies, procedures and systems to verify their adequacy for protection of Borrower Information. Merchant will correct promptly any weakness in such policies, procedures or systems identified by Program Administrator in its reviews thereof.

(g) To the extent that applicable privacy, data security or other laws require Program Administrator or a Funding Participant to comply with requests from Applicants or Borrowers to access, delete, modify, or restrict the processing of their personal information (as determined by Program Administrator or the Funding Participant), Merchant agrees to promptly provide such assistance as Program Administrator or the Funding Participant requests to fulfill such requests.

17. **Borrower Complaints.**

(a) Merchant agrees it will cooperate with Program Administrator, acting on behalf of, and at the direction and under the control of, the Relevant Funding Participant, in responding to complaints by or on behalf of a Borrower or Applicant (including any complaints asserted by a governmental or regulatory authority), which cooperation may include providing documents evidencing Applicant or Borrower authorization to submit a credit application or evidencing any other matter related to Merchant's obligations under this Agreement or under the Invoice or other agreement between Merchant and the Borrower governing Merchant's sale and performance of the Offerings. In addition, Merchant agrees to work with Program Administrator in good faith to determine whether a Borrower complaint relates to faulty installation (if installed by Merchant or a Contractor) or defective Offerings under warranty, and, if either of these conditions apply to the Borrower complaint, Merchant shall make all necessary corrections at no cost to Program Administrator, Funding Participants or the Borrower.

(b) Within five Business Days of Merchant becoming aware of (i) a complaint asserted by or received from a governmental or regulatory authority related to Offerings funded, in whole or in part, by a Loan or related to the GreenSky® Program (including a Loan or a credit application), (ii) a complaint regarding the GreenSky® Program or (iii) a written threat of litigation by a Borrower's or Applicant's legal counsel or actual litigation by or on behalf of a Borrower or Applicant in either case that is related to Offerings funded, in whole or in part, by a Loan or related to the GreenSky® Program (including a Loan or a credit application), Merchant shall notify Program Administrator of such matter in writing and provide Program Administrator with a copy of such complaint or such threatened or actual litigation (if in writing) or a report summarizing such complaint or such threatened or actual litigation (if not in writing).

18. **Term, Suspension and Termination.**

(a) This Agreement shall be effective on the date of Program Administrator's notice of Merchant's approval to participate in the GreenSky® Program and shall remain effective until either party gives the other party written notice of its decision to terminate this Agreement. The termination of this Agreement shall not affect the rights of either party to recover for breaches occurring (or with respect to matters relating to Loans originated) prior thereto or with respect to provisions of this Agreement that by the nature of their terms continue after termination, including Section 25.

(b) In addition to the right of termination under this Section 18, Program Administrator may immediately suspend Merchant's ability to submit new funding transactions on approved Loans or submit new credit applications pursuant to this Agreement (including by suspending the GreenSky® Program credentials for Merchant or any of its employees, representatives or agents), and Program

Administrator will use commercially reasonable efforts to notify Merchant promptly after such suspension. Such suspension will be for so long as Program Administrator determines.

(c) Notwithstanding termination of this Agreement, the provisions of this Agreement will continue in full force and effect as to all Transaction Requests accepted or approved by a Funding Participant under the GreenSky® Program prior to termination; provided, however, that if an authorization number for a Transaction Request is no longer valid, neither Program Administrator nor any Funding Participant will be obligated to accept such Transaction Request. In the event that Program Administrator has provided any equipment to Merchant in connection with the GreenSky® Program, Merchant agrees to return such equipment to Program Administrator upon termination of this Agreement.

(d) In the event of breach of this Agreement by either party, the non-breaching party will be entitled to exercise any and all rights and remedies as shall be available to it at law or in equity. The non-breaching party may exercise remedies concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy.

(e) If Merchant includes any Related Merchants in accordance with the definition of the term "Merchant" herein, the parties acknowledge and agree that, unless otherwise determined by Program Administrator, (i) a termination of this Agreement with respect to a particular Related Merchant will not terminate this Agreement with respect to the Named Merchant or any other Related Merchant, and (ii) a termination of this Agreement with respect to the Named Merchant will terminate this Agreement with respect to the Named Merchant and all Related Merchants (subject to the terms hereof).

19. **Reserve Account; Related Matters.**

If (a) Program Administrator, at the direction and under the control of Funding Participants, determines that (i) Merchant's financial condition has deteriorated or is deemed, in the sole discretion of Program Administrator, to be unacceptable, (ii) Merchant is in breach of this Agreement, (iii) the GreenSky® Program has experienced unusual levels of Borrower disputes or complaints from Borrowers or third parties, including regulatory authorities, relating to Merchant, or (iv) the number of Transaction Requests presented to the GreenSky® Program by Merchant is substantially different from historical trends, (b) Program Administrator becomes aware of some other fact, event or circumstance related to Merchant that causes it to believe that a reserve fund is reasonably necessary or advisable, (c) an ACH debit made by Program Administrator in accordance with this Agreement is not able to be completed, or (d) a notice of termination has been provided by either party to the other in connection with this Agreement, then, and in each such case, (x) Merchant will pay Program Administrator, on behalf of Funding Participants, upon demand, or (y) Program Administrator may, on behalf of Funding Participants, withhold from any amounts owed Merchant in respect of any Transaction Request, or (z) Program Administrator may, on behalf of Funding Participants debit Merchant's bank account, an amount Program Administrator deems necessary to fund a reserve ("Reserve Account"). Program Administrator may charge to the Reserve Account any amount Merchant owes Program Administrator or Funding Participants or that is otherwise due from Merchant under this Agreement. Merchant's obligations to Program Administrator and Funding Participants shall not be limited by the amount held in the Reserve Account. The Reserve Account does not excuse Merchant from paying any amount that Merchant would otherwise owe under this Agreement. Merchant shall not be entitled to any interest on amounts held in the Reserve Account. Program Administrator will return to Merchant any amount remaining in the Reserve Account when Program Administrator determines a Reserve Account is no longer necessary; provided, however, no refund shall be made later than one year from the termination date of this Agreement. In addition, upon the occurrence of any of the events described in clauses (a), (b) or (c) of the first sentence of this Section 19, Program Administrator may, on behalf of itself and Funding Participants, impose such limitations on Merchant's participation in the GreenSky® Program, or take such other action, as Program Administrator deems appropriate.

20. **Merchant Ineligible for Loan.**

Merchant acknowledges and agrees that neither it nor any of its owners, directors, officers, members, managers, representatives, employees or any member of their immediate families is eligible for a Loan.

21. **Assignment; Funding Participants are Third Party Beneficiaries.**

(a) Merchant may not assign, transfer or delegate this Agreement or any of its rights or obligations hereunder, whether voluntarily or involuntarily, including by Change of Control, merger (whether or not such party is the surviving corporation), operation of law, or any other manner, without the prior written consent of Program Administrator, acting on behalf of, and at the direction and under the control of, Funding Participants; any purported assignment, transfer or delegation without such consent shall be void. Program Administrator and Funding Participants may assign this Agreement and any of the rights or obligations hereunder at any time, with or without Merchant's consent. In the event of any such permitted assignment, the assignee thereof shall have the same rights and remedies as any assignor under this Agreement, provided that such assignor shall not be relieved of its obligations hereunder arising prior to such assignment unless such assignment is part of an assignment of all or substantially all of its assets and the assignee assumes all of the assignor's obligations hereunder. Otherwise, this Agreement is binding upon the parties and their successors and assigns.

(b) Merchant acknowledges that Funding Participants provide the financing under the GreenSky® Program and that such persons will originate and own the Loans contemplated hereby. Each Funding Participant shall be a third party beneficiary of the obligations of Merchant hereunder and shall have the benefit of such obligations and the right to enforce (but not to the exclusion of GreenSky for its own account) such obligations with respect to any Loan(s) with respect to which it is the Relevant Funding Participant.

22. **Insurance.**

During the term of this Agreement and thereafter for so long as Merchant has any obligations with respect to the GreenSky® Program, Merchant shall maintain at its expense insurance in such amount and against such risks as is customary for businesses of a comparable size in the industry in which Merchant operates. Insurance coverage shall be issued by a carrier rated "A VIII" or higher by A.M. Best or that otherwise is reasonably acceptable to Program Administrator, acting on behalf of, and at the direction and under the control of, Funding Participants, which acceptance will not be unreasonably withheld. If requested by Program Administrator or Funding Participants, Program Administrator and Funding Participants shall be named as additional insureds under each policy. If requested by Program Administrator acting on behalf of Funding Participants, Merchant shall provide Program Administrator with a certificate of insurance evidencing such insurance coverage and renewals thereof. Merchant shall notify Program Administrator if any required insurance policy is cancelled, not renewed or modified in any material respect within 15 days of any such cancellation, non-renewal or modification.

23. **Merger and Integration.**

Except as specifically stated otherwise herein, this Agreement, together with the Merchant Program Agreement Compliance Addendum attached hereto and the Operating Instructions, sets forth the entire understanding of Program Administrator and Merchant relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement and the Operating Instructions; provided, however, (a) Program Administrator and Merchant, in their discretion, may from time to time enter into an addendum, side letter or other written agreement setting forth certain modifications to or additional terms for this Agreement, and (b) any such addendum, side letter or other written agreement that was previously entered into by Program Administrator and Merchant prior to the date that this Agreement is updated by Program Administrator shall remain in effect in accordance with the terms of such addendum, side letter or other written agreement (and the provisions of such addendum, side letter or other written agreement shall be interpreted in such manner as to give effect to the greatest extent possible to the intentions of the parties as reflected by such provisions). This Agreement may not be modified, amended, waived or supplemented except as provided herein. All exhibits, schedules and addendums hereto and any documents or instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

24. **Merchant Obligations Unaffected.**

Merchant's obligations under this Agreement are not affected by any settlement, extension, forbearance or variation in terms that Program Administrator, at the direction and under the control of Funding Participants, may grant in connection with any Loan or by the release of the obligations of any Borrower by a court or by operation of law.

25. **Indemnification; Related Matters.**

(a) Merchant shall indemnify, defend (at Merchant's sole expense and with counsel reasonably acceptable to Program Administrator acting on behalf of, and at the direction and under the control of, Funding Participants), and hold harmless Program Administrator, any Relevant Funding Participant and their respective Affiliates (and their respective officers, directors, shareholders, members, partners, managers, employees, representatives and agents) (each a "GreenSky® Program Indemnified Person") from and against any and all losses, claims, investigations, litigation, proceedings, liabilities, damages, administrative charges and expenses (including all legal and other expenses incurred by any such person, including expenses related to investigation, settlement, compromise or satisfaction) of any kind whatsoever (collectively a "Loss") directly or indirectly arising out of or related to: (i) any breach by Merchant or its employees, Contractors, representatives or agents of any representation, warranty, covenant or other obligation of Merchant contained in this Agreement, including the Merchant Program Agreement Compliance Addendum attached hereto; (ii) any failure of Merchant or its employees, Contractors, representatives or agents to comply with any applicable federal, state or local law, rule, regulation or ordinance; (iii) any negligence, fraud, error (whether negligent or not), omission or misconduct of Merchant, its employees, Contractors, representatives or agents; (iv) Merchant's or its employees', Contractors', representatives' or agents' failure to perform any of Merchant's obligations, or discharge any of Merchant's responsibilities, to any person, including failure to pay Transaction Fees when due; (v) any defect in any Offerings sold, provided, performed or delivered by Merchant or its employees, Contractors, representatives or agents or any breach of any express or implied warranty in connection with such Offerings; or (vi) any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant or its Contractors, representatives or agents; provided that Merchant shall have no obligations or liability under this Section 25(a) to the extent a Loss results solely from the gross negligence or willful misconduct of a GreenSky® Program Indemnified Person.

(b) Merchant agrees that if it or any of its employees, Contractors, representatives or agents breaches any representation, warranty and covenant herein or if Program Administrator or a Funding Participant determines that a Borrower has asserted any valid claim or defense arising out of any transaction evidenced by any credit application, Loan Agreement, Invoice or Transaction Request or cancels any transaction evidenced by any credit application, Loan Agreement, Invoice or Transaction Request, Merchant will refund on demand the amount of any Loan affected, plus any finance or other charges related to such Loan. Merchant also agrees to indemnify and hold the GreenSky® Program Indemnified Persons harmless for any and all breaches of warranties, damages and costs, including attorneys' fees, which any GreenSky® Program Indemnified Person may sustain as a result of any such event. Program Administrator, on its own behalf or on behalf of Funding Participants (as applicable), may, at its option, deduct any amount Merchant owes Program Administrator or Funding Participants pursuant to this paragraph (b) or any other provision of this Agreement from any amount Program Administrator or Funding Participants may owe Merchant. Where Merchant has reimbursed, indemnified or held GreenSky® Program Indemnified Persons harmless, or where Program Administrator, on its own behalf or on behalf of Funding Participants (as applicable), has deducted such amounts from any amount Program Administrator or a Funding Participant owes Merchant, Merchant shall have the rights specified in Section 12(b)(v), subject to the limitations contained therein.

(c) Program Administrator shall indemnify, defend (at Program Administrator's sole expense and with counsel reasonably acceptable to Merchant) and hold harmless Merchant (and Merchant's officers, directors, shareholders, members, partners, managers, employees, representatives and agents) (each a "Merchant Indemnified Person") from and against any Loss directly or indirectly arising out of (i) the gross negligence or willful misconduct of Program Administrator, or (ii) its failure to comply with the terms of this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance; provided that Program Administrator shall have no obligations or liability under this Section 25(c) to the extent a Loss results solely from the gross negligence or willful misconduct of a Merchant Indemnified Person.

(d) In the event that a GreenSky® Program Indemnified Person or a Merchant Indemnified Person shall receive any claim or demand or be subject to any suit or proceeding in connection with which a claim may be made against such person under this Section 25, the indemnified party shall give prompt written notice thereof to the indemnifying party and the indemnifying party will be entitled to participate in the settlement or defense thereof; provided that the failure to give such notice in a timely manner shall not impact the availability of indemnification except to the extent that it materially and adversely impacts the defense of any such claim or demand. In any case, the indemnifying party and the indemnified party shall cooperate (at no cost to the indemnified party) in the settlement or defense of any such claim, demand, suit or proceeding.

(e) In the event and for so long as any GreenSky® Program Indemnified Person actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction involving Merchant or any Applicant, Borrower or customer of Merchant, Merchant will cooperate with such GreenSky® Program Indemnified Person and its counsel with respect thereto, make available any personnel under its control, and provide such testimony and access to its books and records, including allowing copies to be made by such GreenSky® Program Indemnified Person or its representatives, as shall be reasonably necessary in connection therewith, all at the sole cost and expense of Merchant.

26. Nonwaiver and Extensions.

The parties shall not by any act, delay, omission or otherwise be deemed to have waived any rights or remedies hereunder, and any waiver of any rights or remedies hereunder must be in writing and signed by the party whose rights or remedies are being waived. Each party agrees that the other party's failure to enforce any of its rights under this Agreement shall not affect any other right or the same right in any other instance.

27. Ownership of GreenSky® Program.

Neither Merchant nor any parent, subsidiary or other Affiliate of Merchant shall by virtue of this Agreement secure any title to or other ownership interest in any elements of the GreenSky® Program, including the Operating Instructions, written specifications, training materials, programs, systems, screens or any documentation or materials relating thereto, which are Program Administrator's or any Funding Participant's exclusive property. Merchant agrees to use the elements of the GreenSky® Program and information about the GreenSky® Program only for the purpose of enabling Merchant to use the GreenSky® Program provided under this Agreement and for no other purpose.

28. Rights of Persons Not a Party.

Except as expressly provided herein, this Agreement shall not create any rights on the part of any person not a party hereto, whether as a third party beneficiary or otherwise.

29. **Governing Law; Severability.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia. If any provision of this Agreement is found to be illegal, unenforceable or contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions hereof and this Agreement may be reformed giving the effect to the greatest extent possible to the intentions of the parties as reflected by the ineffective provision.

30. **Independent Contractor.**

This Agreement does not (and shall not be construed to) establish a partnership, joint venture, agency relationship or other form of business association between Merchant and Program Administrator or any Funding Participant. Program Administrator and Merchant are independent contractors, and neither party shall have the authority to speak for, commit or bind the other party.

31. **Actions of Employees.**

For all purposes, including, but not limited to, the provisions of Section 25, each party is responsible for the actions of its employees. In the event the employment of an employee of Merchant is terminated, Merchant will take reasonable steps to ensure that such former employee no longer has access to the GreenSky® Program systems (including changing any passwords necessary to access such information or system or any confidential information relating to, or arising from, the GreenSky® Program).

32. **Notices.**

All demands, notices and communications hereunder shall be in writing. Notices shall be and deemed to have been duly given (a) three Business Days from the date of mailing by regular first class U.S. mail; (b) one business day from the date of mailing by a commercial overnight carrier (providing proof of delivery); (c) the business day on which notice is sent by facsimile with a date and time confirmation sheet that the fax went through to the other party; or (d) the business day on which notice is sent by e-mail, provided that notice shall not be deemed to have been duly given to any Merchant with respect to which Program Administrator has received an indication the e-mail was not actually delivered to such Merchant. For purposes of this Section 32, Saturdays, Sundays and federal holidays shall be considered non-Business Days. All notices to Program Administrator and a Funding Participant hereunder shall be sent to the address set forth below or to such other address, fax number or e-mail address as Program Administrator may advise Merchant in writing. Notices to Merchant shall be sent to Merchant's postal or street address, fax number or e-mail address set forth in the Application or such other address, fax number or e-mail address as Merchant may advise Program Administrator in writing.

If to Program Administrator:

GreenSky, LLC
5565 Glenridge Connector, Suite 700
Atlanta, GA 30342
Attention: GreenSky General Counsel

33. **Execution.**

This Agreement is executed through Merchant's submission of the Application, which is an enforceable electronic signature of Merchant, and shall be deemed an original. Modifications to this Agreement shall be adopted in the manner described in Section 4 and Section 9, as applicable.

34. **Marks.**

Merchant hereby grants Program Administrator, on behalf of itself and Funding Participants, a nonexclusive license to use its name, trademarks, logos and other marks in connection with the administration and operation of the GreenSky® Program during and after the term of this Agreement.

35. **Press Release.**

Merchant agrees not to issue any announcement concerning the GreenSky® Program or Merchant's relationship with Program Administrator or any Funding Participant in a press release or other similar communication to the general public without Program Administrator's prior written consent.

36. **Call Monitoring.**

With respect to any calls Program Administrator may make to Merchant or Merchant may make to Program Administrator, Merchant acknowledges and agrees that such calls may be monitored or recorded by Program Administrator for quality assurance or other purposes. Merchant acknowledges and agrees that any information Merchant provides to Program Administrator through telephone calls, email, websites, mobile applications, fax or mail, as well as while interacting with automated channels - such as chat, SMS/text messages, virtual assistants, chat bots, or interactive voice recognition (IVR) systems - may be monitored or powered by artificial intelligence and/or machine learning technologies.

37. **DAMAGES; ATTORNEYS' FEES.**

MERCHANT SHALL BE LIABLE TO GREENSKY® PROGRAM INDEMNIFIED PERSONS FOR ALL DAMAGES UNDER APPLICABLE LAW AND COSTS INCURRED IN ANY COLLECTION ACTION OR OTHER LEGAL PROCEEDING ANY GREENSKY® PROGRAM INDEMNIFIED PERSON MAY BRING AGAINST MERCHANT (INCLUDING ATTORNEYS' FEES, COURT COSTS, INTEREST, FILING FEES AND OTHER EXPENSES OF ANY KIND WHATSOEVER). TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY GREENSKY INDEMNIFIED PERSON BE LIABLE TO MERCHANT OR ANY OTHER PERSON FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF PERSONAL PROPERTY, OR ANY OTHER SIMILAR DAMAGE OR LOSS.

38. **JURISDICTION.**

ANY SUIT, COUNTERCLAIM, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, MUST BE BROUGHT BY EITHER PARTY EXCLUSIVELY IN THE STATE OR SUPERIOR COURT OF FULTON COUNTY, GEORGIA OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, AND THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND ANY APPELLATE COURTS THEREOF FOR THE PURPOSE OF ANY SUCH SUIT, COUNTERCLAIM, ACTION OR PROCEEDING OR JUDGMENT THEREON (IT BEING UNDERSTOOD THAT SUCH CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WAIVES ANY RIGHT TO SUBMIT ANY DISPUTES HEREUNDER TO ANY COURTS OTHER THAN THOSE ABOVE).

39. **WAIVER OF JURY TRIAL; NO CLASS ACTION.**

GREENSKY® PROGRAM INDEMNIFIED PERSONS AND MERCHANT INDEMNIFIED PERSONS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION, SUIT, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR ENTERING INTO THE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO AGREES THAT ANY SUCH PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.

40. **Further Assurances.**

Each party hereto agrees to execute all such additional documents and instruments and to do all such further things as the other party hereto may reasonably request in order to give effect to and consummate the transactions contemplated hereby.

41. **Construction.**

(a) For purposes of this Agreement, whenever the context requires: the singular number includes the plural, and vice versa; the masculine gender includes the feminine and neuter genders; the feminine gender includes the masculine and neuter genders; and the neuter gender includes masculine and feminine genders.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(c) As used in this Agreement, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the word “without limitation.”

(d) Except as otherwise indicated, all references in this Agreement to “Sections,” “Exhibits” and “Schedules” are intended to refer to Sections of this Agreement and Exhibits or Schedules to this Agreement.

(e) All terms defined in this Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein.

(f) Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

(g) The word “or”, when used in this Agreement, is not exclusive.

42. **Definitions.**

For purposes of this Agreement:

(a) “Access Device” is a card, Loan Agreement, or other item which may display an Account number issued to a Borrower for use in connection with the GreenSky® Program to access funds approved by Borrower to be disbursed to Merchant on behalf of such Borrower by a Funding Participant pursuant to the GreenSky® Program in order to pay Merchant for Offerings.

(b) “Account” is a Borrower’s Loan account with the GreenSky® Program. An Account will have a unique identification number assigned by the GreenSky® Program or the applicable payment card network to a Loan.

(c) “Affiliate” is a person that, directly or indirectly, controls, or is controlled by, or is under common control with, Merchant.

(d) “Agreement” is this GreenSky® Merchant Program Agreement, as modified or amended as permitted hereby.

(e) “Applicant” is an actual or prospective applicant or co-applicant for a Loan.

(f) “Application” is the GreenSky® Program Application for Merchants.

(g) “Borrower” is an Applicant who has applied for and has been approved for a Loan, and includes all co-Borrowers for the Loan.

(h) “Borrower Information” is any personal information about any Applicant or any Borrower received in connection with a Loan, credit application, Transaction Request, or transaction, whether included in a credit application, through use of the Account or Access Device, obtained from the GreenSky® Program or otherwise received by Merchant in connection with Merchant’s participation in the GreenSky® Program, including the Applicant’s or Borrower’s name, address, social security number, date of birth, income information, Account number and Loan information.

(i) “Business Day” is any day that is not a Saturday, a Sunday or other day on which banks are required or authorized to be closed in Atlanta, Georgia.

(j) “Change of Control” means (i) any person or group shall acquire ownership, directly or indirectly, beneficially or of record, of the equity or other ownership interests of Merchant (or any direct or indirect holding company of Merchant) representing more than 50.0% of the aggregate voting power represented by the issued and outstanding equity or other ownership interests of such person, (ii) a change in a majority of the members of Merchant’s board of directors, managers, general partner or other governing body or person, or any other change in control of Merchant (or any direct or indirect holding company of Merchant), or (iii) a sale or transfer of all or substantially all of the assets of Merchant.

(k) “Contractors” means any contractors, subcontractors or other third parties engaged by or on behalf of Merchant to provide, perform or deliver any aspect of Offerings.

(l) "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise.

(m) "Funding Participants" are the federally insured financial institutions and other persons holding title and/or economic rights to loans originated through the GreenSky® Program; however, for the avoidance of doubt, all GreenSky® Program loans are offered, made and funded by federally insured financial institutions and all credit decisions are made by federally insured financial institutions. A Funding Participant may be an Affiliate of Program Administrator.

(n) "GreenSky® Program Indemnified Person" is defined in Section 25(a).

(o) "Invoice" is evidence (in paper or electronic form) of a sale of Offerings purchased from Merchant by a Borrower, which evidence shall include a description of all Offerings purchased in detail sufficient to identify the date of such transaction and the entire amount due for such transaction, including any applicable taxes, and otherwise comply with applicable law related thereto.

(p) "Loan" is a loan made by a Relevant Funding Participant to a Borrower created pursuant to the GreenSky® Program, which a Borrower applies for to use to pay for purchases of Offerings from Merchant.

(q) "Loan Agreement" is a written agreement between a Funding Participant and a Borrower containing the terms and conditions of a Loan.

(r) "Loan Documents" are the Loan Agreement, associated Truth-in-Lending Act disclosures and other documentation and communications from a Relevant Funding Participant (including documentation regarding online Borrower accounts and describing the rights of Program Administrator, acting on behalf of Funding Participants, to collect from past due Borrowers).

(s) "Loss" is defined in Section 25(a).

(t) "Merchant" is (i) the person named as Merchant in the Application (the "Named Merchant") and (ii) any other person that meets all of the following criteria (each, a "Related Merchant"): (A) such other person is an Affiliate of the Named Merchant, (B) the Named Merchant has requested to Program Administrator that such other person be permitted to participate under this Agreement as a "Merchant", (C) the Named Merchant and such other person have provided to Program Administrator all documents and information requested by Program Administrator for the purposes of Program Administrator's evaluation of such other person for participation in the GreenSky® Program, and (D) such other person has been approved by Program Administrator, in its discretion, for participation in the GreenSky® Program under this Agreement; provided, however, (i) the Named Merchant and all Related Merchants shall be jointly and severally liable for any and all obligations of the Named Merchant or any Related Merchant under this Agreement, including with respect to any breach of this Agreement by the Named Merchant or any Related Merchant, and (ii) if a Related Merchant ceases to be an Affiliate of the Named Merchant, then such Related Merchant will immediately cease to be a "Merchant" for the purposes of this Agreement, and all rights of such Related Merchant under this Agreement shall terminate immediately, without further action (however, (A) such termination shall not affect the rights of a party to recover for breaches occurring, or with respect to matters relating to Loans originated, prior thereto or with respect to provisions of this Agreement that by the nature of their terms continue after termination, or (B) relieve the Named Merchant or any Related Merchant from its obligations under preceding clause (i) of this proviso). For purposes of Section 25(a) and Section 25(b) with respect to Merchant's obligation to provide indemnification for particular Losses, references to "Merchant" with respect to a Merchant that has five or fewer direct or indirect owners in the aggregate as of the date of the initial event giving rise to such Losses shall expressly include all persons who, directly or indirectly, have an ownership interest in Merchant (and, by participating in the GreenSky® Program, Merchant represents, warrants and covenants that all such persons have been informed that Merchant is entering into this Agreement and that all authorizations and approvals of any such persons necessary for them to be included in the definition of Merchant for such purpose have been obtained).

(u) "Merchant Indemnified Person" is defined in Section 25(c).

(v) "Offerings" are any goods, services or merchandise that Merchant offers, sells, distributes, provides or installs or that are offered, sold, distributed, provided or installed on behalf of Merchant, other than real property, gift cards or any other goods, services or merchandise designated by Program Administrator as not eligible for the GreenSky® Program in the Operating Instructions or otherwise in a notice provided to Merchant. Unless Merchant is approved by Program Administrator to offer GreenSky® Program financing for solar products/projects, solar products/projects shall not be eligible to be Offerings. In addition, Offerings shall not include any transaction where the proceeds of a Loan are used as a down payment on other financings or any cash out or other transaction that results in cash being disbursed to the Borrower.

(w) "Operating Instructions" are any training materials, instructions, guidelines, documentation, procedures or other requirements that Program Administrator, at the direction and under the control of Funding Participants, makes available to Merchant, as updated from time to time, provided that updates to the Operating Instructions that are applicable only to the Merchant individually and not other Merchants generally shall not be effective unless accepted by Merchant in writing.

(x) "person" is an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.

(y) "Program Administrator" is GreenSky, LLC, a Georgia limited liability company, together with its Affiliates (including GreenSky Servicing, LLC), permitted assigns and permitted designees, acting as program administrator for the GreenSky® Program at the direction and under the control of Funding Participants.

(z) "Relevant Funding Participant" means each Funding Participant that funds or owns a Loan or the economic rights thereto.

(aa) "Reserve Account" is defined in Section 19.

(bb) "Restricted Transactions" is defined in Section 7(h).

(cc) "Risk Adjustment" is defined in Section 9(b).

(dd) "Transaction Fee" is defined in Section 9(a).

(ee) "Transaction Request" is a request for the processing of a transaction through the GreenSky® Program to pay for Offerings purchased from Merchant by a Borrower pursuant to an Invoice.

Merchant Program Agreement Compliance Addendum

GreenSky® Program Fair Lending Commitment

The Equal Credit Opportunity Act ("ECOA") applies to all persons who in the ordinary course of business regularly participate in the decision whether to extend credit to an applicant. In addition, various states have passed similar fair lending laws, regulations, policy statements and guidance ("state fair lending laws"). The Funding Participants expect Program Administrator and Merchant to offer the GreenSky® Program in a manner that complies with the ECOA and its enacting regulations, as well as all applicable state fair lending laws.

The ECOA prohibits discrimination in the granting of credit and further states that the applicants for credit shall not be discriminated against because of the person's race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract), the fact that all or part of the applicant's income derives from any public assistance program, or the fact that the applicant has in good faith exercised any right under the federal Consumer Credit Protection Act or any other factor prohibited by law. State law may also apply to credit products and expand the definition of protected classes to include, among other things, a person's sexual orientation or creed. In addition, the ECOA contains rules as to creditor requirements for co-makers or co-applicants on an extensions of credit.

To help ensure compliance with the ECOA and applicable state fair lending laws, set forth below are certain requirements and procedures with which Merchant must comply:

1. Merchant must ensure a completed Program Administrator-approved credit application on each Applicant is submitted in accordance with the Agreement and the Operating Instructions for each Applicant who desires to apply for a Loan. Each Applicant must verify its accuracy and authorize Program Administrator and Funding Participants to investigate the Applicant's credit background.
2. Merchant must ensure each Applicant is aware that the credit application will be sent to Program Administrator and the Funding Participants.
3. Merchant must (A) obtain complete Applicant name, physical address (no Post Office Boxes), Social Security number and date of birth, for Program Administrator and Funding Participants to determine and verify the identity of an Applicant, and (B) confirm that the Applicant has a valid government-issued photo identification document and ensure that there is no discrepancy between such document and the Applicant's physical appearance or other application information.
4. The GreenSky® Program will send an adverse action notice, including ECOA notifications, to each Applicant to the extent required by applicable law.
5. Merchant represents, warrants and covenants to Program Administrator that the Merchant will comply with the applicable requirements of ECOA and any applicable regulations, policy statements, and guidance promulgated or announced by federal or state agencies, including the Consumer Financial Protection Bureau, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the office of the Comptroller of the Currency or the New York State Department of Financial Services, concerning compliance with ECOA, state fair lending laws or other fair lending requirements. Without limitation of the general obligation to comply with ECOA and applicable state fair lending laws, Merchant represents, warrants and covenants that any plans Merchant makes available to Borrowers are offered to all Borrowers equally and are negotiated with Borrowers using only good faith, competitive business reasons and in a manner that does not discriminate against any protected class under ECOA or applicable state fair lending laws; and that Loans, taken as a group, will not reflect any unjustified disparate impact or treatment of a protected class as a result of Merchant's actions or omissions.

Failure to comply with the terms of this Merchant Program Agreement Compliance Addendum is a material breach of the Agreement.